

In Re:
Dale J Vogt
and Kathy R Vogt,

Debtors,

Case No. 02-91423

Chapter 13 Case

NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY

TO: Debtor(s) and other entities specified in Local Rule 9013-3.

1. Great River Federal Credit Union moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this motion on October 20, 2004 at 9:30 AM o'clock, in Courtroom No. 228A, at the United States Courthouse, 316 North Robert Street, St. Paul, MN.
3. Any response to this motion must be filed and delivered not later than October 15, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than October 8, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**
4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed on June 7, 2002. The case is now pending in this court.
5. This motion arises under 11 U.S.C. §362(d) and Fed. R. Bankr. P. 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 9006-1, 9013-1 through 9013-3, and 9017-1. Movant seeks relief from the automatic stay in §362(a) to foreclose its lien against the 1998 Chev S10 truck and 1986 Chev Corvette Coupe vehicle (the collateral), and requests the court permit Movant to immediately enforce the order requested, lifting the 10 day stay imposed by

Rule 4001(a)(3).

6. Movant requests relief from the stay for cause under §362(d)(1). Debtors are delinquent under the terms of the confirmed Chapter 13 Plan.
7. Movant gives notice that it may, if necessary, call the person who signed the verification to this motion, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and value.
8. This notice of motion and motion also serve as notice of default required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn.1980). If the default is not cured before the hearing, Movant will repossess the property promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

WHEREFORE, Great River Federal Credit Union moves the Court for an order modifying the automatic stay of §362(a) and the codebtor stay of §1301(a), if applicable, and such other relief as may be just and equitable.

Dated: September 23, 2004

STEWART, ZLIMEN & JUNGERS, LTD.

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER & VEHICLE SERVICES DIVISION
445 MINNESOTA ST., ST. PAUL, MN 55101
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

VOGT KATHY ROSE OR
VOGT DALE JOSEPH
1116 S BROADWAY
SAUK RAPIDS MN 56379

9586-01
First Class
U.S. Postage
PAID
Permit No. 171
St. Paul, MN

EZS566

86	CHEV	CPCVT	G1100N123
Year	Make	Model	Title NR.
1G1YY0780G5101567		04/04/01	NO
VIN		Security Date	Rebuilt

1ST SECURED PARTY

LIEN HOLDER

RETAIN THIS DOCUMENT - See reverse
side of this form for removing this lien.

GREAT RIVER FEDERAL CR UN
1532 ST GERMAIN ST
SAINT CLOUD MN 56301-4129

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER & VEHICLE SERVICES DIVISION
445 MINNESOTA ST., ST. PAUL, MN 55101
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

VOGT DALE JOSEPH
VOGT KATHY ROSE
1116 S BROADWAY
SAUK RAPIDS MN 56379

9586-01
First Class
U.S. Postage
PAID
Permit No. 171
St. Paul, MN

BAB295

98	CHEV	PKS	G1100N124
Year	Make	Model	Title NR.
1GCCS1440WK102924		04/04/01	YES
VIN		Security Date	Rebuilt

1ST SECURED PARTY

LIEN HOLDER

RETAIN THIS DOCUMENT - See reverse
side of this form for removing this lien.

GREAT RIVER FEDERAL CR UN
1532 ST GERMAIN ST
SAINT CLOUD MN 56301-4129

EXHIBIT A

1532 St. Germain Street
St. Cloud, MN 56301-1208
Loan Dept.: (320) 252-9908
Fax: (320) 203-1636



www.grfcu.org

4 No. Avenue
Sauk Rapids, MN 56378
(320) 252-3507
Fax: (320) 252-0500

EXHIBIT B

LOANLINE

Advance Request Vouch
and Security Agreement

1 MEMBER INFORMATION

DATE 03/09/01	MEMBER ACCOUNT NUMBER 9586 -1	SOCIAL SECURITY NUMBER 471-82-2936	HOME TELEPHONE NUMBER (320) 202-7975
MEMBER NAME (LAST) Vogt/Dale J	(FIRST) Vogt/Kathy	(INITIAL)	PURPOSE/LOAN SUBACCOUNT DESCRIPTION USED VEHICLE
ADDRESS 1116 SOUTH BROADWAY		DATE WANTED	YOU REQUEST THE FOLLOWING ADVANCE SUBJECT TO THE TERMS AND CONDITIONS OF YOUR LOANLINE CREDIT AGREEMENT \$ 14,451.95
CITY SAUK RAPIDS, MN	STATE 56379-0000	ZIP	CHECK BOX IF NEW ADDRESS OR PHONE NO. <input type="checkbox"/> SECURITY OFFERED (IF ANY) USED VEHICLE

2 CHANGES SINCE LAST ADVANCE

LIST ALL DEBTS: GREAT RIVER FEDERAL BANK ONE FORD CREDIT	II-a. Rent, Mortgage, Auto, Credit Cards, Credit Union, Alimony, etc.) ATTACH ADDITIONAL SHEET IF NECESSARY	PRESENT BALANCE \$ 473.00 \$ 148,000.00 \$ 33,519.00	MONTHLY PAYMENT \$ 20.00 \$ 1,210.00 \$ 689.00
MARITAL STATUS - DO NOT COMPLETE IF APPLYING FOR INDIVIDUAL UNSECURED CREDIT UNLESS YOU RESIDE OR ARE RELYING UPON PROPERTY IN A COMMUNITY PROPERTY STATE (AZ, CA, ID, LA, NV, NM, TX, WA, WI).		UNMARRIED <input type="checkbox"/>	MARRIED <input type="checkbox"/>
IF YOU ARE WORKING, NAME AND ADDRESS OF NEW EMPLOYER New Flyer		NEW POSITION	DATE HIRE

PHONE NO.	MONTHLY SALARY \$ 3,080.00	NET <input type="checkbox"/>	GROSS <input checked="" type="checkbox"/>
NOTICE: YOU DON'T HAVE TO INCLUDE INCOME FROM CHILD SUPPORT, SEPARATE MAINTENANCE, OR ALIMONY UNLESS YOU WANT THE CREDIT UNION TO CONSIDER IT.	SOURCE OF OTHER INCOME SUBWAY/KATHY	OTHER MONTHLY INCOME \$ 1,990.00	

3 SECURITY OFFERED

IN ADDITION TO THE PLEDGE OF SHARES IN YOUR LOANLINE CREDIT AGREEMENT, THE FOLLOWING PROPERTY SECURES THE ADVANCE:					
PROPERTY CHEV CHEV	MODEL CORVETTE S-10 PICKUP	YEAR 1986 1998	ID NUMBER 01G1YY0780G5101567 01GCCS1440WK102924	TYPE	VALUE \$ 8,800.00 \$ 10,350.00
OTHER (DESCRIBE) KATHY VOGT AS COAPPLICANT			PLEDGE OF SHARES \$	ACCOUNT NO(S).	
PRIMARY USE OF PROPERTY: <input checked="" type="checkbox"/> PERSONAL <input type="checkbox"/> BUSINESS <input type="checkbox"/> FARMING	KEY NO:		LOCATION OF PROPERTY:		
PURCHASE MONEY: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					

4 PAYMENT TERMS

DAILY PERIODIC RATE 0.0342 %	ANNUAL PERCENTAGE RATE 12.5000% %	INTEREST RATE IS: <input checked="" type="checkbox"/> FIXED <input type="checkbox"/> VARIABLE	OTHER CHARGES (DESCRIBE) \$	LOAN LIMIT \$ 14,451.95
AMOUNT APPROVED \$ 14,451.95	OTHER CHARGES \$	AMOUNT ADVANCED \$ 14,451.95	PREV. LOANLINE BALANCE (THIS SUBACCOUNT) \$ 0.00	OTHER LOANS \$
CURRENT PAYMENT \$ 357.92	DATE DUE 04/09/01	PMT. AFTER ADVANCE MONTHLY	TOTAL PMT. ALL ACCTS. \$	REMAINING LIMIT \$

5 SIGNATURES SIGN BELOW

BY SIGNING BELOW OR UNDER THE ENDORSEMENT ON THE ADVANCE PROCEEDS CHECK YOU AGREE:			
<ul style="list-style-type: none"> TO MAKE AND BE BOUND BY THE TERMS OF THE SECURITY AGREEMENT. THAT EVERYTHING IN SECTION 2 IS A COMPLETE LISTING OF ALL YOUR DEBTS AND OBLIGATIONS. THAT THE CREDIT UNION WILL RELY ON THE INFORMATION IN SECTION 2 TO MAKE A DECISION ON THIS ADVANCE. TO MAKE PAYMENTS AS DISCLOSED IN SECTION 4. TO THE TERM(S) DISCLOSED BELOW IF ANY ONE OR MORE ITEM(S) ARE CHECKED. 			
<input checked="" type="checkbox"/> YOU ARE RECEIVING A CASH/CHECK ADVANCE	<input type="checkbox"/> YOU ARE PLEDGING SHARES FOR THE AMOUNT SHOWN IN THE SECURITY OFFERED SECTION	<input checked="" type="checkbox"/> THE CHANGE IN THE TERM(S) OF YOUR LOANLINE AGREEMENT MARKED WITH A STAR (*).	IF YOU ARE NOT A BORROWER BUT AN OWNER OF THE COLLATERAL, SIGN BELOW AND CHECK APPLICABLE BOX.
SIGNATURE <input type="checkbox"/> OWNER OF COLLATERAL (Other than a Borrower)	DATE (SEAL) 3/9/01	SIGNATURE <input type="checkbox"/> OWNER OF COLLATERAL (Other than a Borrower)	DATE (SEAL)
SIGNATURE <input checked="" type="checkbox"/>	DATE (SEAL) 3/9/01	SIGNATURE <input checked="" type="checkbox"/>	DATE (SEAL)

6 FOR CREDIT UNION USE ONLY

REQUESTED: <input type="checkbox"/> BY MAIL <input type="checkbox"/> THRU OFFICE <input type="checkbox"/> BY PHONE <input checked="" type="checkbox"/> INTERNALLY BY CU	TRANSACTION: <input checked="" type="checkbox"/> FIRST ADVANCE <input type="checkbox"/> INSURANCE <input type="checkbox"/> SUBSEQUENT ADVANCE <input type="checkbox"/> CHANGE	MEMBER PAYS PREMIUM FOR: <input checked="" type="checkbox"/> CREDIT DISABILITY <input checked="" type="checkbox"/> JOINT CREDIT LIFE <input type="checkbox"/> SINGLE CREDIT LIFE	REPAYMENT THROUGH: <input type="checkbox"/> PAYROLL DEDUCTION <input checked="" type="checkbox"/> AUTOMATIC CASH <input type="checkbox"/> PAYMENT MILITARY ALLOTMENT
CHECK NUMBER	DEPOSIT ACCT. NUMBER	PLAN/SUBACCOUNT NO.	LOAN NUMBER 1
CONTRACT NUMBER 022-0367-2	REFERENCE NUMBER	BRANCH NUMBER	PROCESSED BY

DO NOT WRITE BELOW -- FOR CREDIT UNION USE ONLY CHECK APPLICABLE BOX(ES)

DATE 3-9-01 APPROVED LIMITS \$ \$ \$ 4461.75 \$ 50%
SIGNATURE _____ LINE OF CREDIT _____ OTHER _____ OTHER _____ DEBT RATIO _____

☐ LOAN OFFICER ☐ CREDIT COMMITTEE OR OTHER ADVANCE APPROVED: ☐ YES ☐ NO ☐ COUNTER OFFER WILL BE MADE, IF ACCEPTED, ADVANCE APPROVED
OUTSIDE INFORMATION CONSIDERED: ☐ YES ☐ NO IF YES, ATTACH ADDITIONAL SHEET AND DESCRIBE

REFERRED TO/REASON(S) FOR REFERRAL:

DESCRIBE COUNTER OFFER:

SPECIFIC REASON(S) FOR REJECTION:

SIGNATURES: Brenda Rettger DATE 3-9-01 X DATE _____
☐ LOAN OFFICER ☒ CREDIT COMMITTEE X DATE _____

☐ ECDA NOTICE AND REASON FOR REJECTION SENT OR DELIVERED ON _____ (DATE) BY _____ (INITIALS) _____

LOANLINER®

Credit Agreement



Great River Federal Credit Union
1532 West St. Gormain Street
P.O. Box 1208
St. Cloud, MN 56302
(320) 252-5393

HOW TO APPLY

- Please complete red section 1.
- Read section 2.
- Sign red sections 10.
- Return Credit Agreement to the Credit Union.
- An incomplete or unsigned form may delay processing.

IMPORTANT

The following is part of your LOANLINER® Open-End Plan. Read this information before signing on the opposite side of this page.

Please see the accompanying Addendum for a disclosure of your various Loan Subaccounts, Present Annual Percentage Rates, Daily Periodic Rates and any additional information.

CREDIT INSURANCE

You can protect your financial future by signing up for voluntary credit insurance below. Enroll by simply indicating your preference in the "Credit Insurance Application" section below.

Your credit union will be happy to explain the various insurance options and coverage. The cost is reasonable.

1 CREDIT INSURANCE APPLICATION SCHEDULE

You must sign whether or not insurance is selected.

"You" or "Your" means the member and the joint insured (if applicable).

Credit Insurance is **voluntary and not required** in order to obtain this loan. You may select any insurer of your choice. You can get this insurance only if you check the "yes" box below and sign your name and write in the date. The rate you are charged for the insurance is subject to change. You will receive written notice before any increase goes into effect. You have the right to stop this insurance by notifying your credit union in writing. Your signature below means you agree that:

- If you elect insurance, you authorize the credit union to add the charges for insurance to your loan each month.
- You are eligible for disability insurance only if you are working for wages or profit for 25 hours a week or more on the date of any advance. If you are not, that particular advance will not be insured until you return to work. If you are off work because of temporary layoff, strike or vacation, but soon to resume, you will be considered at work.
- You are eligible for insurance up to the Maximum Age for Insurance. Insurance will stop when you reach that age.

YOU ELECT THE FOLLOWING INSURANCE COVERAGE(S)	YES NO		COST PER \$100 OF YOUR MONTHLY LOAN BALANCE	INSURANCE MAXIMUMS	DISABILITY	LIFE
SINGLE CREDIT DISABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	15.5¢	MONTHLY TOTAL BENEFIT	\$ 600	N/A
SINGLE CREDIT LIFE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5.5¢	INSURABLE BALANCE PER LOAN ACCT	\$30,000	\$30,000
JOINT CREDIT LIFE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	8.8¢	MAXIMUM AGE FOR INSURANCE	66	70

Joint Credit Disability MEMBER Dale Vogt ACCOUNT NUMBER 7708 9586 SECONDARY BENEFICIARY (If you desire to name one)

If you are totally disabled for more than 30 days, then the Disability Benefit will begin with the 31st day of disability.

DATE 3/9/01 BORROWER'S DATE OF BIRTH DATE 3/9/01 CO-BORROWER'S DATE OF BIRTH

X SIGNATURE OF BORROWER ELIGIBLE TO BE INSURED (Be sure to check the boxes above.)

X SIGNATURE OF JOINT INSURED (CO-BORROWER) (Only required if JOINT CREDIT LIFE coverage is selected)

821-0765MN

EDIT REEEMNT D TRUTH ENDING CLOSURE

This LOANLINER® Credit Agreement and Truth in Lending Disclosure will be referred to as "this Plan". "You" and "your" mean each person who signs this Plan. The "credit union" means the credit union whose name appears above or anyone to whom the credit union transfers its rights under this Plan.

HOW THIS PLAN WORKS — The credit union anticipates that you will borrow money (called advances) under this Plan from time to time. The credit union, however, is **not required to make advances to you** under this Plan and can refuse a request for an advance at any time. The Addendum describes the different types of credit (called subaccounts) available under this Plan. If you have been approved for credit under a subaccount marked

with a star (*), you will be given a specific credit limit for that subaccount. For other subaccounts you may not be given a specific dollar limit.

PROMISE TO PAY — You promise to repay to the credit union all advances made to you under this Plan and any applicable charges described in the Addendum together with interest on what you owe until the total amount has been repaid. The interest rate depends on the subaccount under which the advance is made. The Addendum shows the current interest rates as daily periodic rates and their corresponding annual percentage rates. If the interest rate for any or all advances is a variable interest rate, the Addendum explains how the variable interest rate works.

2

CREDIT AGREEMENT AND TRUTH IN LENDING DISCLOSURE

Continued.

PAYMENTS — The amount of payments for an advance is determined according to the payment schedule in the Addendum. Payments are due on the last day of each month unless a different date is set by the credit union at the time of an advance. If the Addendum has no payment schedule for a subaccount, the amount and due date of payments will be determined at the time of each advance.

Payments must include any amount past due and any amount by which you have exceeded any credit limit you have been given for a subaccount. You may prepay all or part of what you owe at any time without any prepayment penalty.

COST OF CREDIT — The dollar amount you pay for money borrowed is called a finance charge, and begins on the date of each advance. To compute the finance charge, the unpaid balance for each day since your last payment (or since an advance if you have not yet made a payment) is multiplied by the applicable daily periodic rate. The sum of these amounts is the finance charge owed. The balance used to compute the finance charge is the unpaid balance each day after payments and credits to that balance have been subtracted and any new advances have been added. A finance charge will be computed separately for each separate balance under this Plan.

SECURITY INTEREST — You agree that all advances under this Plan will be secured by the shares and deposits in all joint and individual accounts you have with the credit union now and in the future. Additional security will be required depending on the subaccount under which an advance is requested. For example, a subaccount called "New Car Advances" means the security will be a new car. Shares and deposits in an Individual Retirement Account and any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you have given in your shares and deposits.

Property given as security under this Plan or for any other loan will secure all amounts you owe the credit union now and in the future. However, the credit union specifically waives any security interest it may have in your dwellings given through any other mortgages or security agreements.

DEFAULT — You will be in default if you do not make a payment of the amount required when it is due. You will be in default if you break any promise you made under this Plan or if anyone is in default under any security agreement made in connection with an advance under this Plan. You will be in default if you die, file for bankruptcy, become insolvent, if you make any false or misleading statements in any credit application or update of credit information, or if something happens which the credit union believes may substantially reduce your ability to repay what you owe.

When you are in default the credit union can demand immediate payment of the entire unpaid balance under this Plan without

giving you advance notice. If immediate payment is demanded, you will continue to pay interest, at the applicable interest rate in effect under this Plan, until what you owe has been repaid in full. Demand for immediate payment has been made, the shares and deposits given as security for this Plan can be applied toward what you owe. The credit union can also exercise any other right given by law when you are in default.

PROPERTY INSURANCE — You will be required to purchase property insurance on certain types of security that you give for advances. You may purchase the property insurance from any company you choose that is acceptable to the credit union.

CANCELLING OR CHANGING THIS PLAN — The credit union has the right to change the terms of this Plan from time to time after giving you any advance notice required by law. Any change will apply to future advances, and at the discretion of the credit union, and subject to any requirements of the applicable law also apply to unpaid balances. An increase in the daily periodic rate under a variable interest rate is not considered a change of terms under this Plan.

The credit union can cancel the entire Plan or any part of the Plan at any time. You can cancel this Plan at any time. Your obligation to pay the unpaid balances under the terms of this Plan continues whether you or the credit union cancel this Plan or any part of this Plan.

STATEMENTS AND NOTICES — On a regular basis you will receive a statement showing all transactions under this Plan during the period covered by the statement. Statements and notices will be mailed to you at the most recent address you have given the credit union in writing. Notice to any one of you will be notice to all of you.

JOINT ACCOUNTS — If this is a joint account, each of you authorizes the other(s) to get advances individually under this Plan. That means an advance can be made upon the request of one of you and that the check can be issued to only one of you. If you give inconsistent instructions, the credit union can refuse to follow your instructions. Each of those who sign this Plan will be individually and jointly responsible for paying the entire amount owed under this Plan. That means the credit union can enforce its rights under this Plan against any one of you individually or against all of you together.

UPDATING INFORMATION — You promise that you will provide the credit union written notice if you move, change your name, or employment, or if any other information you provided to the credit union changes. You also agree to provide the credit union updated financial information about yourself upon request.

The credit union can delay enforcing any of its rights any number of times without losing its rights. If the law makes any term of this Plan unenforceable, the other terms will remain in effect.

3

SIGNATURES

It is important that you read all the provisions of the Credit Agreement and Addendum thoroughly before you sign below. You have

X 3/10/04
APPLICANT'S SIGNATURE DATE

read the LOANLINER® Credit Agreement and by signing it you agree to be bound by the terms of the agreement.

X 3/10/04
OTHER SIGNATURE DATE

4

CREDIT UNION INFORMATION

*Do not write in this section—
for credit union use only.
Check applicable box(es).*

DATE	APPROVED LIMITS \$	\$	\$	\$	DEBT RATIO
	SIGNATURE	LINE OF CREDIT	(OTHER)	(OTHER)	
<input type="checkbox"/> LOAN OFFICER ADVANCE APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> COUNTER OFFER WILL BE MADE, IF ACCEPTED, ADVANCE APPROVED <input type="checkbox"/> CREDIT COMMITTEE OR OTHER OUTSIDE INFORMATION CONSIDERED: <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, ATTACH ADDITIONAL SHEET AND DESCRIBE					
REFERRED TO / REASON(S) FOR REFERRAL:					
DESCRIBE COUNTER OFFER:					
SPECIFIC REASON(S) FOR REJECTION:					
SIGNATURES: DATE					
<input type="checkbox"/> LOAN OFFICER	<u>X</u>	DATE	<u>X</u>	DATE	
<input type="checkbox"/> CREDIT COMMITTEE	<u>X</u>	DATE	<u>X</u>	DATE	
<input type="checkbox"/> ECDA NOTICE AND REASON FOR REJECTION SENT OR DELIVERED ON					(DATE) BY

In this Agreement, the words I, me, r, n, and mean all of those applicants who signed this agreement. The words you and your mean the St. Cloud T and L Credit Union, St. Cloud Minnesota.

I agree to the following terms:

1. **Type of Credit:** I am applying for the following type of open-end credit: (Check one of the following)

☒ **Line of Credit:** If you approve my application, I may from time to time request advances without first obtaining your approval if I meet the following conditions: (a) The unpaid principal balance I owe you does not exceed the amount listed in paragraph 2; and (b) I have the security (collateral) required by paragraph 2. I may not receive any advances if at any time I fail to comply with the terms of this Agreement. You may also refuse to give me future advances as allowed by paragraph 11.

☐ **Revolving Credit:** If you approve my application, I may from time to time request advances as long as I meet the following conditions: (a) The unpaid principal I owe you does not exceed the amount listed in paragraph 2; and (b) I have the security (collateral) required by paragraph 2. I must get your approval for each advance by using the forms and procedures you require. You may also refuse to give me future advances as allowed by paragraph 11.

2. **Amount of Loan:** You will not require me to give you any security (collateral) if the amount I have borrowed from you under this Agreement, including any advances, is not more than \$ 500.00. However, if I have borrowed more than this amount, I will have to give you security. Security may take the form of one or a combination of the following:

- (1) A Co-Maker or Guarantor (someone who promises that he/she will pay if I do not);
(2) A pledge of shares and/or deposits;
(3) A security interest (collateral) under the Uniform Commercial Code or other governing law.

Any security I give you under this paragraph shall:

- (A) Secure my repayment to you of all monies borrowed or to be borrowed; and
(B) Shall remain in effect until the amount I have borrowed from you is less than the dollar limit at the beginning of this paragraph.

Collateral securing other loans I have with you may also secure advances under this Agreement.

3. **Extra Payments:** I may pay the balance in full or in part at any time without paying a penalty, but I must continue to pay minimum periodic payments on each loan account even if I have made a payment or payments in advance of the due date.

4. **Promise to Pay:** I promise to pay to you all monies borrowed plus a Finance Charge. The FINANCE CHARGE is computed by multiplying the unpaid principal balance by a periodic rate and then multiplying that figure by the number of days since my last payment. If any loan advance is made to me between payments, you will first compute the FINANCE CHARGE from the date of my last payment until the date of the advance as stated in the previous sentence. Then, using the new loan balance as a base, you will compute the FINANCE CHARGE in the same manner from the date of the advance to the date of the next payment. The FINANCE CHARGE is computed starting from the date of each advance. The periodic rate is 0.003836, % per day. This is an ANNUAL PERCENTAGE RATE of 14 %.

5. **Amount and Time of Payments:** I will pay the amount I borrow from you by making Weekly Bi-Weekly Semi-Monthly Monthly payments. I agree to pay a minimum payment each payment period on each loan account. The minimum payment shall be 2% of the outstanding balance or each \$ 500.00 or fraction thereof of the outstanding balance of \$ 500.00 or less, plus \$ 500.00 for each \$ 500.00 or fraction thereof of the outstanding balance exceeding \$ 500.00.

However, I promise to pay not less than \$ 500.00 per payment period on the advances I have received. Minimum payments per payment period shall not be reduced even though the principal balance declines as payments are made.

6. **Due Day of Payments:** My payments are due to you on the 10 day of each payment period. There are two special situations:

- (1) When you make me an advance on a loan account having a zero balance, the first payment is due on the applicable due day in the payment period following the advance; and
(2) When you give me an advance which increases my minimum payment period, the increase will be effective on the applicable due day in the payment period following the advance.

7. **Use of Payments:** You will use each payment I make first to pay the FINANCE CHARGE which I owe to you at that time, and then to pay the unpaid principal balance. If any payment is not enough to pay the FINANCE CHARGE which I owe you at that time, you will pay the FINANCE CHARGE from my later payments and will not add it to the principal balance.

8. **Pledge of Shares and Deposits:** I pledge to you all shares and deposits, as well as payments and earnings of present and future shares and deposits with you. If I default, you can use these shares, deposits, payments and earnings to pay off any sums which I owe you under this Agreement. Such sums include the unpaid principal balance, the FINANCE CHARGE, and any costs or expenses, including reasonable attorney's fees, that you may incur.

9. **Statutory Lien:** You also have the right given to you by statute to claim a lien on present and future shares and deposits which I have with you to secure repayment of amounts which I owe you. This right is given by the Credit Union Act of the relevant law of this state, and the Federal Credit Union Act.

10. **Exemption from Lien or Pledge:** Shares or deposits I have in an individual retirement account or self-employment plan qualifying as such under the Internal Revenue Code, or any All-Savers Certificates, may not be pledged as provided in paragraph 8. And, if I default, they may not be applied to payment of the loan.

11. **Default:** You have the right to amend or terminate this Agreement, demand payment in full, or refuse to advance me money if:

- (1) I fail to make a payment on the due day; or
(2) I become unemployed; or
(3) Any event happens which makes me less creditworthy; or
(4) I break any promise made to you in this Agreement or any other agreement I make with you regarding this loan; or
(5) I fail to respond to a request from you to review my credit-worthiness at any time; or
(6) Any other event or legal action occurs which makes me less able to repay any sum I owe you.

If you terminate this agreement, demand payment in full, or take other adverse actions allowed by this paragraph, my obligation to repay you will not change. Further, I waive my right to require you to do certain things. Those things are: (1) to demand payment of amounts due (known as "presentment for payment"); (2) to give notice that amounts due have not been paid (known as "notice of dishonor"); and (3) to obtain an official certification of non-payment (known as a "protest").

12. **Co-Makers:** You may advance sums under this Agreement to each person who signs this Agreement. All persons who sign this Agreement, called Co-Makers, agree to the following:

- (1) That the terms I, me, mine, and my apply to all of them;
(2) That each is individually and fully liable to fulfill all terms and conditions of this Agreement;
(3) Each Co-Maker is agent for the other in requesting and receiving advances now and in the future.

- (4) Notice to one Co-Maker is notice to all.

I can and my responsibility as a Co-Maker at any time by giving you notice in writing. If I do, I will still be obligated to pay you all sums then owed to you under this Agreement.

13. **Insurance:** I may obtain property insurance, if necessary under this Agreement, from any person of my choice.

14. **Nonwaiver of Rights:** You can delay enforcing any of your rights under this Agreement without losing them. You can accept late payments or partial payments without losing any of your rights under this Agreement.

15. **Financial Information:** I agree to provide you with an up to date financial statement whenever you request. You may in your discretion make inquiries concerning my employment, my credit standing and my financial responsibility.

16. **Modification:** You can change the terms of this Agreement by giving me prior written notice mailed to my last known address shown on your records. Any changes (including changes in the periodic rate) will apply to present and future balances if you tell me so in the notice.

17. **Location of Agreements:** You may retain this Agreement to comply with Federal and State law.

Plan desired: ☒ Individual ☐ Joint with

Relationship

Witness our hand(s) and seal(s) this _____ day of _____, 19____

Account No. X Debit (Seal)
(Applicant/member signature)

Account No. X (Seal)
(Joint Applicant/member signature)

Truth in Lending Disclosure

Copy Received

Copy Mailed

7-8-B5 PC

Member's Initials/Date

Staff Initials/Date

NOTICE: See reverse side for important information regarding your rights to dispute billing (statement) errors.

ANN-71 O.E. New 6/83 by U.S. 11773

Action by the Credit Committee or Loan Officer:

Date

Open End Credit

☐ Approved ☐ Rejected

Paragraph 1 loan limit

Unsecured \$

Maximum \$

Conditions (if any)

Credit Committee

Loan Officer

YOUR BILLING RIGHTS—KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR LOAN ACCOUNT STATEMENT. If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your loan account automatically from your savings or share draft account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE. We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to send statements to you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your statement was correct.

SPECIAL RULE FOR CREDIT CARD PURCHASES. If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$50.

These limitations do not apply if the credit card issuer owns or operates the merchant, or mailed you the advertisement for the property or services.

LOANLINER[®]

Credit Agreement



Great River Federal Credit Union
1532 West St. Gorman Street
P.O. Box 1208
St. Cloud, MN 56302
(320) 252-5393

HOW TO APPLY

- Please complete red section 1.
- Read section 2.
- Sign red sections 10.
- Return Credit Agreement to the Credit Union.
- An incomplete or unsigned form may delay processing.

IMPORTANT

The following is part of your LOANLINER[®] Open-End Plan. Read this information before signing on the opposite side of this page.

Please see the accompanying Addendum for a disclosure of your various Loan Subaccounts, Present Annual Percentage Rates, Daily Periodic Rates and any additional information.

CREDIT INSURANCE

You can protect your financial future by signing up for **voluntary** credit insurance below. Enroll by simply indicating your preference in the "Credit Insurance Application" section below.

Your credit union will be happy to explain the various insurance options and coverage. The cost is reasonable.

1 CREDIT INSURANCE APPLICATION SCHEDULE

You must sign whether or not insurance is selected.

"You" or "Your" means the member and the joint insured (if applicable).

Credit Insurance is **voluntary and not required in order to obtain this loan**. You may select any insurer of your choice. You can get this insurance only if you check the "yes" box below and sign your name and write in the date. The rate you are charged for the insurance is subject to change. You will receive written notice before any increase goes into effect. You have the right to stop this insurance by notifying your credit union in writing. Your signature below means you agree that:

- If you elect insurance, you authorize the credit union to add the charges for insurance to your loan each month.
- You are eligible for disability insurance only if you are working for wages or profit for 25 hours a week or more on the date of any advance. If you are not, that particular advance will not be insured until you return to work. If you are off work because of temporary layoff, strike or vacation, but soon to resume, you will be considered at work.
- You are eligible for insurance up to the Maximum Age for Insurance. Insurance will stop when you reach that age.

YOU ELECT THE FOLLOWING INSURANCE COVERAGE(S)	YES NO		COST PER \$100 OF YOUR MONTHLY LOAN BALANCE	INSURANCE MAXIMUMS	DISABILITY	LIFE
SINGLE CREDIT DISABILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	15.5¢	MONTHLY TOTAL BENEFIT	\$ 600	N/A
SINGLE CREDIT LIFE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5.5¢	INSURABLE BALANCE PER LOAN ACCT	\$30,000	\$30,000
JOINT CREDIT LIFE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8.8¢	MAXIMUM AGE FOR INSURANCE	66	70
Joint Credit Disability MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	27.0¢			

DATE 9/5/01 ACCOUNT NUMBER 9526 SECONDARY BENEFICIARY (if you desire to name one)

If you are totally disabled for more than 30 days, then the Disability Benefit will begin with the 31st day of disability.

DATE 3/9/01 BORROWER'S DATE OF BIRTH 3/9/01 DATE 3/9/01 CO-BORROWER'S DATE OF BIRTH

☒ SIGNATURE OF BORROWER ELIGIBLE TO BE INSURED (Be sure to check the boxes above.)

☒ SIGNATURE OF JOINT INSURED (CO-BORROWER) (Only required if JOINT CREDIT LIFE coverage is selected)

P. 621-0785MN

CREDIT AGREEMENT AND TRUTH IN LENDING DISCLOSURE

This LOANLINER[®] Credit Agreement and Truth in Lending Disclosure will be referred to as "this Plan". "You" and "your" mean each person who signs this Plan. The "credit union" means the credit union whose name appears above or anyone to whom the credit union transfers its rights under this Plan.

HOW THIS PLAN WORKS — The credit union anticipates that you will borrow money (called advances) under this Plan from time to time. The credit union, however, is not required to make advances to you under this Plan and can refuse a request for an advance at any time. The Addendum describes the different types of credit (called subaccounts) available under this Plan. If you have been approved for credit under a subaccount marked

with a star (*), you will be given a specific credit limit for that subaccount. For other subaccounts you may not be given a specific dollar limit.

PROMISE TO PAY — You promise to repay to the credit union all advances made to you under this Plan and any applicable charges described in the Addendum together with interest on what you owe until the total amount has been repaid. The interest rate depends on the subaccount under which the advance is made. The Addendum shows the current interest rates as daily periodic rates and their corresponding annual percentage rates. If the interest rate for any or all advances is a variable interest rate, the Addendum explains how the variable interest rate works.

2

CREDIT AGREEMENT AND TRUTH IN LENDING DISCLOSURE

Continued.

PAYMENTS — The amount of payments for an advance is determined according to the payment schedule in the Addendum. Payments are due on the last day of each month unless a different date is set by the credit union at the time of an advance. If the Addendum has no payment schedule for a subaccount, the amount and due date of payments will be determined at the time of each advance.

Payments must include any amount past due and any amount by which you have exceeded any credit limit you have been given for a subaccount. You may prepay all or part of what you owe at any time without any prepayment penalty.

COST OF CREDIT — The dollar amount you pay for money borrowed is called a finance charge, and begins on the date of each advance. To compute the finance charge, the unpaid balance for each day since your last payment (or since an advance if you have not yet made a payment) is multiplied by the applicable daily periodic rate. The sum of these amounts is the finance charge owed. The balance used to compute the finance charge is the unpaid balance each day after payments and credits to that balance have been subtracted and any new advances have been added. A finance charge will be computed separately for each separate balance under this Plan.

SECURITY INTEREST — You agree that all advances under this Plan will be secured by the shares and deposits in all joint and individual accounts you have with the credit union now and in the future. Additional security will be required depending on the subaccount under which an advance is requested. For example, a subaccount called "New Car Advances" means the security will be a new car. Shares and deposits in an Individual Retirement Account and any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you have given in your shares and deposits.

Property given as security under this Plan or for any other loan will secure all amounts you owe the credit union now and in the future. However, the credit union specifically waives any security interest it may have in your dwellings given through any other mortgages or security agreements.

DEFAULT — You will be in default if you do not make a payment of the amount required when it is due. You will be in default if you break any promise you made under this Plan or if anyone is in default under any security agreement made in connection with an advance under this Plan. You will be in default if you die, file for bankruptcy, become insolvent, if you make any false or misleading statements in any credit application or update of credit information, or if something happens which the credit union believes may substantially reduce your ability to repay what you owe.

When you are in default the credit union can demand immediate payment of the entire unpaid balance under this Plan without

giving you advance notice. If immediate payment is demanded you will continue to pay interest, at the applicable interest rate in effect under this Plan, until what you owe has been repaid. Demand for immediate payment has been made, the shares and deposits given as security for this Plan can be applied toward what you owe. The credit union can also exercise any other right given by law when you are in default.

PROPERTY INSURANCE — You will be required to purchase property insurance on certain types of security that you give advances. You may purchase the property insurance from any you choose that is acceptable to the credit union.

CANCELLING OR CHANGING THIS PLAN — The credit union has the right to change the terms of this Plan from time to time after giving you any advance notice required by law. Any change will apply to future advances, and at the discretion of the credit union, and subject to any requirements of the applicable law, also apply to unpaid balances. An increase in the daily periodic rate under a variable interest rate is not considered a change in terms under this Plan.

The credit union can cancel the entire Plan or any part of the Plan at any time. You can cancel this Plan at any time. Your obligation to pay the unpaid balances under the terms of this Plan continues whether you or the credit union cancel this Plan or part of this Plan.

STATEMENTS AND NOTICES — On a regular basis you receive a statement showing all transactions under this Plan during the period covered by the statement. Statements and notices will be mailed to you at the most recent address you have given the credit union in writing. Notice to any one of you will be notice to all of you.

JOINT ACCOUNTS — If this is a joint account, each of you authorizes the other(s) to get advances individually under this Plan. That means an advance can be made upon the request of one of you and that the check can be issued to only one of you. If you give inconsistent instructions, the credit union can refuse to follow your instructions. Each of those who sign this Plan be individually and jointly responsible for paying the entire amount owed under this Plan. That means the credit union can enforce its rights under this Plan against any one of you individually or against all of you together.

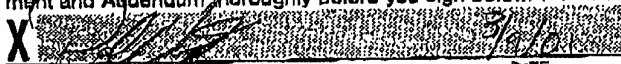
UPDATING INFORMATION — You promise that you will provide the credit union written notice if you move, change your name or employment, or if any other information you provided to the credit union changes. You also agree to provide the credit union updated financial information about yourself upon request.

The credit union can delay enforcing any of its rights any number of times without losing its rights. If the law makes any term of this Plan unenforceable, the other terms will remain in effect.


3

SIGNATURES

It is important that you read all the provisions of the Credit Agreement and Addendum thoroughly before you sign below. You have

X  **3/10/04**
APPLICANT'S SIGNATURE DATE

read the LOANLINER® Credit Agreement and by signing below you agree to be bound by the terms of the agreement.

X  **3/10/04**
OTHER SIGNATURE DATE

4

CREDIT UNION INFORMATION

*Do not write in this section—
for credit union use only.
Check applicable box(es).*

DATE	APPROVED LIMITS	\$	\$	\$	\$	OTHER	DEBT RATIO
DATE	SIGNATURE	LINE OF CREDIT					
<input type="checkbox"/> LOAN OFFICER	ADVANCE APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> COUNTER OFFER WILL BE MADE, IF ACCEPTED, ADVANCE APPROVED				
<input type="checkbox"/> CREDIT COMMITTEE OR OTHER	OUTSIDE INFORMATION CONSIDERED: <input type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, ATTACH ADDITIONAL SHEET AND DESCRIBE				
REFERRED TO/REASON(S) FOR REFERRAL:							
DESCRIBE COUNTER OFFER:							
SPECIFIC REASON(S) FOR REJECTION:							
SIGNATURES:							
<input type="checkbox"/> LOAN OFFICER	X						DATE X
<input type="checkbox"/> CREDIT COMMITTEE	X						DATE X
<input type="checkbox"/> ECDA NOTICE AND REASON FOR REJECTION SENT OR DELIVERED ON (DATE) BY							

Trade-In	BODY TYPE	Model No.	M.S.R.P.	Weight	Loan	Retail
1986 CELEBRITY-FWD						
Veh. Ident.: ()()1(Model)5()GK000001 Up.						
425 Sedan 4D	AW19		\$9366	2781	400	1425
325 Coupe 2D	AW27		9170	2751	300	1300
500 Station Wagon 4D	AW35		9516	2912	450	1525
1986 CAMARO						
Veh. Ident.: ()()1(Model)5()GK000001 Up.						
1075 Sport Coupe 2D	FP87		\$9685	3116	975	2175
1300 Berlinetta Coupe 2D	FS87		12302	3190	1175	2425
1600 Sport Coupe 2D Z28	FP87		11902	3201	1450	2775
1725 Sport Coupe 2D IROC-Z	FP87		12597	3279	1575	2900
1986 MONTE CARLO						
Veh. Ident.: ()()1(Model)5()GK000001 Up.						
1200 Sport Coupe 2D	GZ37		\$10241	3138	1100	2325
2225 Sport Coupe 2D SS	GZ37		12466	3387	2025	3450
1986 CAPRICE						
Veh. Ident.: ()()1(Model)5()GK000001 Up.						
400 Sedan 4D	BL69		\$10633	3628	375	1600
625 Sedan 4D Classic	BN69		11185	3656	575	1875
7750 Sport Coupe 2D Classic	BN47		11025	3638	450	1725
825 Sedan 4D Brougham Classic	BN69		11819	3667	750	2100
725 Station Wagon 4D Classic	BN35		11511	4095	675	2000
1986 CORVETTE						
Veh. Ident.: ()()1(Model)5()GK000001 Up.						
7750 Coupe 2D Hatchback	YY07		\$27027	3101	6975	9775
9250 Convertible 2D	YY67		32480	2520	8325	11400
Deduct 50% of Trade-In Value for Diesel Engine.						
CHEVROLET						
1985 SPRINT-FWD						
Veh. Ident.: ()()1(Model)()()F()000001 Up.						
250 Hatchback 2D	MR08		\$4949	1499	225	925
1985 CHEVETTE						
Veh. Ident.: ()()1(Model)()()F()000001 Up.						
225 Sedan 4D Hatchback CS	TB68		\$5690	2145		900
225 Coupe 2D Hatchback CS	TB08		5340	2085		800
1985 SPECTRUM-FWD						
Veh. Ident.: ()()1(Model)()()F()000001 Up.						
225 Sedan 4D Hatchback	RF69		\$6575	1823		900
225 Sedan 2D Hatchback	RF77		6295	1772		800
1985 NOVA-FWD						
Veh. Ident.: ()()1(Model)()()F()000001 Up.						
250 Notchback 4D	SK19		\$7195	2163	225	1150
1985 CAVALIER-FWD						
Veh. Ident.: ()()1(Model)()()F()000001 Up.						
250 Sedan 4D	JC69		\$6477	2339	225	1200
250 Station Wagon 4D	JC35		6633	2409	225	1200
300 Coupe 2D Type-10	JE27		6737	2320	275	1275
375 Hatchback 2D Type-10	JE77		6919	2382	350	1375
800 Convertible 2D Type-10	JE67		11693	2458	725	1875
325 Sedan 4D CS	JD69		6900	2352	300	1300
325 Station Wagon 4D CS	JD35		7066	2420	300	1300
1985 CITATION II-FWD						
Veh. Ident.: ()()1(Model)()()F()000001 Up.						
250 Sedan 4D Hatchback	XX68		\$7090	2507	225	1150

DEDUCT FOR RECONDITIONING
MAY THRU AUGUST 2002

Trade-In	BODY TYPE	Model No.	M.S.R.P.	Weight	Loan	Retail
250 Coupe 2D Hatchback						
	XX08		6940	2467	225	1050
1985 CELEBRITY-FWD						
Veh. Ident.: ()()1(Model)()()F()000001 Up.						
325 Sedan 4D	AW19		\$8548	2754	300	1300
250 Coupe 2D	AW27		8362	2717	225	1200
400 Station Wagon 4D	AW35		8739	2883	375	1400
1985 CAMARO						
Veh. Ident.: ()()1(Model)()()F()000001 Up.						
875 Sport Coupe 2D	FP87		\$8998	3123	800	1950
1025 Berlinetta Coupe 2D	FS87		11360	3221	925	2125
1300 Sport Coupe 2D Z28	FP87		11080	3251	1175	2425
1475 Sport Coupe 2D IROC-Z	FP87		11739	3319	1350	2625
1985 MONTE CARLO						
Veh. Ident.: ()()1(Model)()()F()000001 Up.						
1100 Sport Coupe 2D	GZ37		\$9540	3181	1000	2200
2000 Sport Coupe 2D SS	GZ37		11657		1800	3200
1985 IMPALA						
Veh. Ident.: ()()1(Model)()()F()000001 Up.						
250 Sedan 4D	BL69		\$9759	3581	225	1350
1985 CAPRICE CLASSIC						
Veh. Ident.: ()()1(Model)()()F()000001 Up.						
475 Sedan 4D	BN69		\$10278	3625	450	1700
350 Coupe 2D	BN47		10128	3597	325	1550
525 Station Wagon 4D	BN35		10714	4052	475	1750
1985 CORVETTE						
Veh. Ident.: ()()1(Model)()()F()000001 Up.						
6850 Coupe 2D Hatchback	YY07		\$24403	3191	6175	8825
Deduct 50% of Trade-In Value for Diesel Engine.						
CHEVROLET						
1984 CHEVETTE						
Veh. Ident.: ()G1()()Model)()()E()000001 Up.						
225 Sedan 4D Hatchback	J68		\$5333			650
225 Coupe 2D Hatchback	J08		4997	1999		600
225 Sedan 4D Hatchback CS	B68		5636	2102		750
225 Coupe 2D Hatchback CS	B08		5489	2038		700
1984 CAVALIER-FWD						
Veh. Ident.: ()G1()()Model)()()E()000001 Up.						
250 Sedan 4D	C69		\$6222	2386	225	1100
250 Station Wagon 4D	C35		6375	2455	225	1100
250 Coupe 2D Type-10	E27		6477	2367	225	1150
250 Coupe 2D Hatchback Type-10	E77		6654	2418	225	1150
600 Convertible 2D Type-10	E67		11299	2583	550	1650
250 Sedan 4D CS	D69		6666	2398	225	1200
250 Station Wagon 4D CS	D35		6821	2468	225	1200
1984 CITATION II-FWD						
Veh. Ident.: ()G1()()Model)()()E()000001 Up.						
250 Sedan 4D Hatchback	X68		\$7296	2581	225	1050
250 Coupe 2D Hatchback	X08		7150	2569	225	975
225 Coupe 2D	H11		6695	2529		875
1984 CELEBRITY-FWD						
Veh. Ident.: ()G1()()Model)()()E()000001 Up.						
250 Sedan 4D	W19		\$8140	2816	225	1175
250 Coupe 2D	W27		7961	2781	225	1075
250 Station Wagon 4D	W35		8464	2964	225	1225

ADJUST FOR MILEAGE
MAY THRU AUGUST 2002

EXHIBIT C

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
125	Add Power Seat	125	125		7700	Fleet Ext. Cab 6'	S19*	6950	9750
275	Add Pwr Sliding Door	275	275		8050	Sport Ext. Cab 6'	S19*	7250	10125
275	Add Rear Air Cond	275	275		550	Add LS Trim (Std. S19)		550	550
50	Add TheftDet/RecovSys	50	50		800	Add SS Trim		800	800
125	Deduct W/out Cruise	125	125		500	Add ZR2 Pkg.		500	500
125	Deduct W/out Pwr Wind	125	125		2450	Add 4 Wheel Drive		2450	2450
1998 G SERIES VAN-1/2-1 Ton-V8					150	Add Alum/Alloy Wheels		150	150
8675	G1500 Chevy	G15	7825	10800	75	Add CD Player		75	75
10475	G1500 Express	G15	9450	12750	125	Add Cruise Control		125	125
9125	G2500 Chevy	G25	8225	11300	75	Add Power Door Locks		75	75
9825	G2500 Ext. Chevy	G29	8850	12050	125	Add Power Windows		125	125
10925	G2500 Express	G25	9850	13225	50	Add TheftDet/RecovSys		50	50
11625	G2500 Ext. Express	G29	10475	14000	75	Add Tilt Wheel		75	75
9575	G3500 Chevy	G35	8625	12400	550	Deduct 4 Cyl. Eng.		550	550
10275	G3500 Ext. Chevy	G39	9250	13225	175	Deduct W/o 3rd Door (Ext.)		175	175
11375	G3500 Express	G35	10250	14450	575	Deduct W/out Air Cond		575	575
12075	G3500 Ext. Express	G39	10875	15275	475	Deduct W/out AT		475	475
600	Add LS Trim	600	600		1998 C1500 PICKUP-1/2 Ton-V8				
250	Add 15 Pass. Seat	250	250		6775	Fleet "WT" 6 1/2' (V6) C14*		6100	8725
1600	Add 6.5L T-Diesel Eng	1600	1600		6875	Fleet "WT" 8' (V6) C14*		6200	8825
450	Add 7.4L V8 Eng	450	450		9625	Sportside 6 1/2' C14*		8675	11850
200	Add Alum/Alloy Wheels	200	200		9175	Fleetside 6 1/2' C14*		8275	11350
100	Add CD Player	100	100		9275	Fleetside 8' C14*		8350	11450
150	Add Power Seat	150	150		11775	Fleet Ext. Cab 6 1/2' C19*		10600	14150
275	Add Rear Air Cond	275	275		11875	Fleet Ext. Cab 8' C19*		10700	14275
50	Add TheftDet/RecovSys	50	50		12450	Sport Ext. Cab 6 1/2' C19*		11225	14875
600	Deduct V6 Engine	600	600		1998 C2500 PICKUP-3/4 Ton-V8				
625	Deduct W/out Air Cond	625	625		9375	Ch & Cab C24*		8450	11575
150	Deduct W/out Cruise	150	150		10125	Fleetside 8' C24*		9125	12375
100	Deduct W/out Pwr Locks	100	100		10475	HD Fleetside 8' C24*		9450	12750
150	Deduct W/out Pwr Wind	150	150		12625	Fleet Ext. Cab 6 1/2' C29*		11375	15050
100	Deduct W/out Tilt	100	100		13075	HD Fleet Ext. Cab 8' C29*		11775	15525
1998 SUBURBAN-1/2-3/4 Ton-V8					1998 C3500 PICKUP-1 Ton-V8				
12225	Suburban C1500 C16*		11025	14625	10175	Ch & Cab C34*		9175	13125
14325	Suburban C1500 LS C16*		12900	16875	10925	Fleetside 8' C34*		9850	13925
15375	Suburban C1500 LT C16*		13850	17975	14075	Fleet Ext. Cab 8' C39*		12675	17425
12925	Suburban C2500 C26*		11650	15375	13675	Fleet Crew Cab 8' C33*		12325	17000
15025	Suburban C2500 LS C26*		13525	17600	12925	Ch & Crew Cab C33*		11650	16200
16075	Suburban C2500 LT C26*		14475	18725	12225	Ch & Cab Heavy Duty C34*		11025	15450
2050	Add 4 Wheel Drive	2050	2050		550	Add Silverado Trim		550	550
1600	Add 6.5L T-Diesel Eng	1600	1600		225	Add 3rd Door (Std. Sport)		225	225
450	Add 7.4L V8 Eng	450	450		2400	Add 4 Wheel Drive		2400	2400
200	Add 7/8 Seat (Std. LS/LT)	200	200		1600	Add 6.5L T-Diesel Eng		1600	1600
250	Add Alum/Alloy Wheels	250	250		450	Add 7.4L V8 Eng (Std. 3500 HD)		450	450
125	Add CD Player (Std. LT)	125	125		200	Add Alum/Alloy Wheels		200	200
275	Add Rear Air (Std. LS/LT)	275	275		100	Add CD Player		100	100
50	Add TheftDet/RecovSys	50	50		550	Add Dual Rear Whis. (Std. 3500 Ext.)		550	550
675	Deduct W/out Air Cond	675	675		350	Add Leather Seats		350	350
175	Deduct W/out Cruise	175	175		150	Add Power Seat		150	150
125	Deduct W/out Tilt	125	125		50	Add TheftDet/RecovSys		50	50
1998 S10 PICKUP-1/2 Ton-V6					600	Deduct V6 Eng (Ex. "WT")		600	600
5375	Fleetside 6' S14*		4850	7150	150	Deduct W/o Cruise (Ex. "WT")		150	150
5725	Sportside 6' S14*		5175	7550	100	Deduct W/o Locks (Ex. "WT")		100	100
5475	Fleetside 7 1/3' S14*		4950	7275					

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS
2002 JUNE 2002

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
100	Deduct W/o Tilt (Ex. "WT")	100	100		50	Deduct W/out Tilt		50	50
625	Deduct W/out Air Cond	625	625		1997 VENTURE-V6				
525	Deduct W/out AT	525	525		7050	Van 3D U08		6350	9025
CHEVROLET					7400	Van 4D U03		6675	9425
1997 TAHOE-V8					8100	Ext. Van 3D X06		7300	10175
9150	Utility 2D C18	8250	11325		8450	Ext. Van 4D X03		7625	10575
10200	Utility 2D LS C18	9200	12450		500	Add LS Trim		500	500
10850	Utility 4D LS C13	9775	13150		100	Add Alum/Alloy Wheels		100	100
10700	Utility 2D 4WD K18	9650	13000		50	Add CD Player		50	50
11750	Utility 2D LS 4WD K18	10575	14125		100	Add Power Seat		100	100
12400	Utility 4D LS 4WD K13	11175	14825		225	Add Pwr Sliding Door		225	225
450	Add LT Trim (LS)	450	450		225	Add Rear Air Cond		225	225
1400	Add 6.5L T-Diesel Eng	1400	1400		100	Deduct W/out Cruise		100	100
150	Add Alum/Alloy Wheels	150	150		100	Deduct W/out Pwr Wind		100	100
75	Add CD Player	75	75		1997 G SERIES VAN-1/2-1 Ton-V8				
300	Add Leather Seats	300	300		7550	G10 Chevy	G15	6800	9575
125	Deduct W/o Pwr Seat (Ex. Base)	125	125		9250	G10 Express	G15	8325	11425
575	Deduct W/out Air Cond	575	575		7950	G20 Chevy	G25	7175	10000
125	Deduct W/out Cruise	125	125		8625	G20 Ext. Chevy	G29	7775	10750
75	Deduct W/out Tilt	75	75		9650	G20 Express	G25	8700	11875
1997 BLAZER-V6					10325	G20 Ext. Express	G29	9300	12600
6375	Tailgate 2D S18	5750	8275		8350	G30 Chevy	G35	7525	11000
7475	Tailgate 4D S13	6750	9500		9025	G30 Ext. Chevy	G39	8125	11800
7725	Tailgate 2D 4WD T18	6975	9775		10050	G30 Express	G35	9050	12975
8825	Tailgate 4D 4WD T13	7950	10975		10725	G30 Ext. Express	G39	9675	13700
500	Add LS Trim	500	500		575	Add LS Trim		575	575
900	Add LT Trim	900	900		225	Add 15 Pass. Seat		225	225
400	Add ZR2 Pkg.	400	400		1400	Add 6.5L T-Diesel Eng		1400	1400
100	Add Alum/Alloy Wheels	100	100		400	Add 7.4L V8 Eng		400	400
50	Add CD Player	50	50		150	Add Alum/Alloy Wheels		150	150
250	Add Leather Seats	250	250		75	Add CD Player		75	75
100	Add Power Seat	100	100		125	Add Power Seat		125	125
450	Add Power Sunroof	450	450		225	Add Rear Air Cond		225	225
425	Deduct W/out AT	425	425		550	Deduct V6 Eng		550	550
100	Deduct W/out Cruise	100	100		575	Deduct W/out Air Cond		575	575
50	Deduct W/out Pwr Locks	50	50		125	Deduct W/out Cruise		125	125
100	Deduct W/out Pwr Wind	100	100		75	Deduct W/out Pwr Locks		75	75
50	Deduct W/out Tilt	50	50		125	Deduct W/out Pwr Wind		125	125
1997 ASTRO-V6					75	Deduct W/out Tilt		75	75
6275	Cargo Van. M19*	5650	8175		1997 SUBURBAN-1/2-3/4 Ton-V8				
7625	Van M19*	6875	9650		10700	Suburban C1500 C16*		9650	13000
500	Add LS Trim	500	500		12400	Suburban C1500 LS C16*		11175	14825
800	Add LT Trim	800	800		13100	Suburban C1500 LT C16*		11800	15550
175	Add 7/8 Pass. Seating	175	175		11375	Suburban C2500 C26*		10250	13725
1400	Add All Wheel Drive	1400	1400		13075	Suburban C2500 LS C26*		11775	15525
100	Add Alum/Alloy Wheels	100	100		13775	Suburban C2500 LT C26*		12400	16275
50	Add CD Player	50	50		1950	Add 4 Wheel Drive		1950	1950
250	Add Leather Seats	250	250		1400	Add 6.5L T-Diesel Eng		1400	1400
100	Add Power Seat	100	100		400	Add 7.4L V8 Eng		400	400
225	Add Rear Air Cond	225	225		175	Add 7/8 Seat (Std. LS/LT)		175	175
525	Deduct W/out Air Cond	525	525		200	Add Alum/Alloy Wheels		200	200
100	Deduct W/out Cruise	100	100		100	Add CD Player		100	100
50	Deduct W/out Pwr Locks	50	50		225	Add Rear Air (Std. LS/LT)		225	225
100	Deduct W/out Pwr Wind	100	100		150	Deduct W/o Pwr Seat (Ex. Base)		150	150

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS
MIDWEST EDITION

Case Detail

DALE J VOGT

KATHY R VOGT

50

MICHAEL J. FARRELL

Date Filed

Case #

Bar Date

Printed Case #

0291423 DDO

Gov Bar Date

Comp %

02-91423 DDO

Latest 341

Expense %

Original 341

Min Balance

Confirmed

Employer J:

10.00

Unsecured Paid At

Case Payment Schedule

PAYMENT 04/2004

1,025.00 MONTHLY

DEBTOR

PAYMENT 03/2004

12,945.00 ONE-TIME

DEBTOR

Attorney: IAN TRAQUAIR BALL

Base Amount
Plan Unsecured

CLAIM	CREDITOR	PAY SEQ	DISB CODE	STATUS	CLASS	LAST DISB	INTEREST ARREARS	FIXED ARREARS	FIXED PAY	ALLOWED AMOUNT	PRIN PAID	INT PAID	TOTAL PAID	BALAN D
1	BREMER SERVICE CENTER	35	PRO	Release	UNS	00/0000	0.00	0.00	0.00	966.37	0.00	0.00	0.00	966
11	RESURGENT CAPITAL SERVICES	35	PRO	Release	UNS	00/0000	0.00	0.00	0.00	338.23	0.00	0.00	0.00	338
12	ECAST SETTLEMENT CORPORATION	35	PRO	Release	UNS	00/0000	0.00	0.00	0.00	1,638.30	0.00	0.00	0.00	1,638
2	BANK ONE- NATIONAL PAYMENT	25	PRO	Release	SEC	00/0000	0.00	0.00	0.00	Direct	0.00	0.00	0.00	Dir
3	GREAT RIVER FEDERAL CREDIT UNION	25	PRO	Release	SEC	04/2003	0.00	0.00	70.00	1,820.00	522.96	0.00	522.96	1,297
3	GREAT RIVER FEDERAL CREDIT UNION	35	PRO	Release	UNS	00/0000	0.00	0.00	0.00	24.16	0.00	0.00	0.00	24
4	GREAT RIVER FEDERAL CREDIT UNION	25	PRO	Release	SEC	06/2004	0.00	0.00	300.00	13,720.00	3,927.06	0.00	3,927.06	9,792
5	FORD MOTOR CREDIT COMPANY	25	PRO	Release	SEC	06/2004	0.00	0.00	440.00	29,650.00	8,490.56	0.00	8,490.56	21,159
5	FORD MOTOR CREDIT COMPANY	35	PRO	Release	UNS	00/0000	0.00	0.00	0.00	2,547.86	0.00	0.00	0.00	2,547
6	GREAT RIVER FEDERAL CREDIT UNION	25	PRO	Release	SEC	00/0000	0.00	0.00	0.00	Direct	0.00	0.00	0.00	Dir
7	CREDITORS BANKRUPTCY SERVICES	35	PRO	Release	UNS	00/0000	0.00	0.00	0.00	144.81	0.00	0.00	0.00	144
799	IAN TRAQUAIR BALL	20	PRO	Release	ATY	05/2004	0.00	0.00	0.00	1,925.00	1,925.00	0.00	1,925.00	0
8	RESURGENT CAPITAL SERVICES	35	PRO	Release	UNS	00/0000	0.00	0.00	0.00	5,157.96	0.00	0.00	0.00	5,157
9	RESURGENT CAPITAL SERVICES	35	PRO	Release	UNS	00/0000	0.00	0.00	0.00	10,846.27	0.00	0.00	0.00	10,846
TOTALS							0.00	0.00	810.00	68,778.96	14,865.58	0.00	14,865.58	53,913

EXHIBIT D

SUMMARY TO DATE

RECEIPTS TO DATE	FUNDS ON HAND	UNALLOCATED FUNDS	CREDITOR PRIN PAID	DELINQUENT AMOUNT	LAST PAYMENT	LAST PAY DATE	MONTHS SINCE FULL PAY
17,145.00	1,110.00	1,110.00	12,940.58	925.00	1,100.00	03/09/2004	0

PAID BY TRUSTEE

ADMIN	ATTORNEY	SECURED	PRIORITY	UNSECURED	INTEREST	TRST. COMP	TRST. EXP	OTH. COSTS	REF. RCPTS	CLOS. RFD
0.00	1,925.00	12,940.58	0.00	0.00	0.00	1,169.42	0.00	0.00	0.00	0.00

BALANCE DUE

ADMIN	ATTORNEY	SECURED	PRIORITY	UNSECURED	EST INT DUE	TRST. COMP	TRST. EXP
0.00	0.00	32,249.42	0.00	21,663.96	0.00	2,156.53	0.00

ESTIMATED PAYOFFS

	PRINCIPAL	INTEREST	INT ARREARS	CONTINUING	ARREARS	FEES	TOTAL DUE CLAIMS	AVAILABLE FUNDS	NET DUE	EST. PAYOFF
										PER BASE
IMMEDIATE	53,913.38	0.00	0.00	0.00	0.00	2,156.53	56,069.91	1,110.00	54,959.91	36,800.00
OVER THE LIFE OF THE PLAN	53,913.38	0.00	0.00	0.00	0.00	2,156.53	56,069.91	1,110.00	54,959.91	36,800.00

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Case Detail Report: 09/21/2004

02-03127-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTAIn Re:
Dale J Vogt
and Kathy R Vogt,

Debtors,

Case No. 02-91423

Chapter 13 Case

VERIFICATION FOR MOTION FOR RELIEF FROM STAY

I, Kathy Formanek, the Designated Agent for Great River Federal Credit Union, the Creditor herein, declare under penalty of perjury that the following is true and correct according to the best of my knowledge, information and belief, and based on the Creditor's business records:

1. I am legally competent to testify and am personally familiar with the debt owed by Debtor to the Creditor on account nos. 9586-01 and 9586-25.
2. The Debtor owes the Creditor \$10,151.99 on 9586-01 and \$1,488.36 on 9586-25, payoff amounts as of September 17, 2004.
3. The debt owed to the Creditor is secured by a perfected lien on a 1998 Chev S10 truck and 1986 Chev Corvette Coupe vehicle. At the time of filing this case, the current NADA published retail value of the collateral was \$16,925.00.
4. Creditor is to receive payment on its secured claims through distributions of plan payments made to the Trustee. Debtors are in arrears on such plan payments \$925.00 for August 2004 and another \$1,025 will be due for September 2004.
5. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the loan documents are attached as Exhibit "B".

Dated: 9-21-2004Kathy Formanek
Great River Federal Credit Union
1532 West St. Germain Street
PO Box 1208
Saint Cloud, MN 56302-1208

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Dale J Vogt
and Kathy R Vogt,

Debtors,

Case No. 02-91423

Chapter 13 Case

MEMORANDUM OF FACT AND LAW

Great River Federal Credit Union ("Movant") submits this Memorandum of Fact and Law in support of its motion for relief from the stay.

FACTS

Movant is the holder of a secured claim, and is thus a party in interest. Movant has a valid and perfected security interest in the collateral. The collateral is in Debtor's possession or control.

The total net balance due on the Contracts is \$11,640.35 as of September 17, 2004. When this case was filed, the collateral had an NADA retail value of \$16,925.00. NADA pages showing the collateral value are attached as Exhibit "C".

Debtors' Chapter 13 Plan has been filed with the Court. The terms of the Chapter 13 Plan requires regular payments to the Chapter 13 Trustee for distribution through the Plan. Such payments are presently delinquent. The debt owed to Movant was to be paid through the payments made to the Chapter 13 Trustee. A printout showing the payments made to date to the Trustee and the delinquency is attached hereto as Exhibit "D".

Movant's collateral is subject to depreciation in that the collateral is being used, subjecting the same to wear and tear, while Debtor is failing to make payments.

ARGUMENT

Pursuant to 11 U.S.C. §362(d)(1), a creditor is entitled to relief from the automatic stay "for cause, including the lack of adequate protection of an interest in property of such creditor." In this case, there is a lack of adequate protection as follows:

- Failure to make monthly Plan payments to the Chapter 13 Trustee as required by the Plan. See Exhibit D.

Movant has not been provided with adequate protection of Movant's interest in the collateral. Such circumstances constitute cause, within the meaning of §362(d)(1), justifying relief from the stay. See, United States Association of Texas v. Timbers of Inwood Association, Ltd. (In re Timbers of Inwood Association, Ltd.), 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed. 2d 740 (1988); In re Reinbold v. Dewey County Bank, 942 F.2d 1304, 1306 (8th Cir. 1991). Pursuant to 11 U.S.C. §362(g), the burden is on the Debtor to prove adequate protection and/or absence of cause.

Bankruptcy Rule 4001(a)(3) imposes a stay of 10 days which the court may, in its discretion, order is not applicable so that Movant may immediately enforce and implement the order granting relief. Advisory Committee Notes to 1999 Amendments to Bankruptcy Rule 4001.

Dated: September 23, 2004

STEWART, ZLIMEN & JUNGERS, LTD.
/e/ Linda Jeanne Jungers
Linda Jeanne Jungers, Atty ID #5303X
Attorneys for Movant
430 Oak Grove Street #200
Minneapolis, MN 55403
612-870-4100

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Dale J Vogt
and Kathy R Vogt,

Debtors,

Case No. 02-91423

Chapter 13 Case

UNSWORN CERTIFICATE OF SERVICE

I, Linda Jeanne Jungers, declare under penalty of perjury that on September 24, 2004, I mailed copies of the attached Notice of Hearing and Motion for Relief from the Stay with Exhibits, Verification, Memorandum of Fact and Law, Certificate of Service, and proposed Order, by first class mail postage prepaid to each entity named below at the address stated below for each entity.

Dale J Vogt
1116 S Broadway
Sauk Rapids, MN 56379

Kathy R Vogt
1116 S Broadway
Sauk Rapids, MN 56379

Ian Traquair Ball
12 S. 6th Street #326
Minneapolis, MN 55402

Michael J Farrell
Bankruptcy Trustee
PO Box 519
Barnesville, MN 56514

U.S. Trustee
1015 U.S. Courthouse
300 South 4th Street
Minneapolis, MN 55415

Executed on: September 24, 2004

Signed: /e/Linda Jeanne Jungers
Linda Jeanne Jungers
STEWART, ZLIMEN & JUNGERS
430 Oak Grove Street, #200
Minneapolis, MN 55403

02-03127-0

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:
Dale J Vogt
and Kathy R Vogt,

Debtors,

Case No. 02-91423

Chapter 13 Case

ORDER FOR RELIEF FROM THE STAY

Great River Federal Credit Union's Motion for an order granting relief from the stay came before the Court on October 20, 2004 at 9:30 AM o'clock.

Based on the arguments of counsel, all the files, records and proceedings herein, the court being advised in the premises, and the court's findings of fact and conclusions of law, if any, having been stated orally and read in open court following the close of evidence,

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit Great River Federal Credit Union to repossess and sell the 1998 Chev S10 truck, VIN 1G1YY0780G5101567 and 1986 Chev Corvette Coupe vehicle, VIN 1GCCS1440WK102924 in accordance with applicable state law.
2. Notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

Dated: _____

United States Bankruptcy Judge